

LEE, LLC

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CDG Architects LLC d/b/a Concept Design Group

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY
(Newark Vicinage)**

CDG ARCHITECTS LLC d/b/a Concept
Design Group,

Case No. 2:23-cv-3483

Plaintiff,

vs.

CHAI CARE LLC; MOSHE EKSTEIN;
ISRAEL ROSMAN; ZALMEN
HOROWITZ; and DAVID
WEINBERGER,

Defendants.

**COMPLAINT FOR
NONPAYMENT OF
GOODS AND SERVICES
RENDERED**

Plaintiff, CDG ARCHITECTS LLC d/b/a Concept Design Group, through undersigned counsel, and for its complaint against Defendants, CHAI CARE LLC, MOSHE EKSTEIN, and ISRAEL ROSMAN, ZALMEN HOROWITZ; and DAVID WEINBERGER, alleges as follows:

NATURE OF THE ACTION

1. This action seeks more than \$75,000 in money damages arising from the nonpayment of goods and services rendered by a New Jersey company to a New York company and its New York principals.

JURISDICTION AND VENUE

2. This Court enjoys subject matter jurisdiction over this action under 28 U.S.C. §1332(a)(1) because the parties are citizens of different states and the total amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.

3. Plaintiff is a company whose membership consists of individuals who are bona fide citizens and residents of a state other than New York.

4. At the time of the commencement of this action, Defendant, Chai Care LLC is a company whose membership consists of individuals who are bona fide citizens and residents of a state(s) other than New Jersey.

5. At the time of the commencement of this action, Defendant, Moshe Ekstein is an individual who is a bona fide citizen and resident of a state other than New Jersey.

6. At the time of the commencement of this action, Defendant, Israel Rosman is an individual who is a bona fide citizen and resident of a state other than New Jersey.

7. At the time of the commencement of this action, Defendant, Zalmen Horowitz is an individual who is a bona fide citizen and resident of a state other than New Jersey.

8. At the time of the commencement of this action, Defendant, David Weinberger is an individual who is a bona fide citizen and resident of a state other than New Jersey.

9. Upon available information and belief, and after having investigated the facts alleged herein, including public records relating to each defendant, as mandated under Lincoln Benefit Life Co. v. AEI Life, LLC, 800 F.3d 99 (3d Cir. 2015), complete diversity of the parties exists.

10. This Court enjoys personal jurisdiction because Defendants each have had and continue to enjoy continuous contact with the State of Jersey.

11. Venue is proper under 28 U.S.C. §1391(b)(2) because a substantial part of Plaintiff's unpaid goods and services were rendered within this judicial district, including Bergen County, Essex County and Hudson County.

THE PARTIES

12. Plaintiff, CDG ARCHITECTS LLC d/b/a Concept Design Group ("Plaintiff"), is a New Jersey company with an address at 185 Bridge Plaza North, Suite 209, Fort Lee, New Jersey, Bergen County. Plaintiff's ownership comprises individuals who are not citizens or residents of the State of New York.

13. Defendant, CHAI CARE LLC (“Chai”) is a New York company with a registered address for service of process located at 400 New Hampshire Avenue, Lakewood, New Jersey 08701.

14. Defendant, MOSHE EKSTEIN (“Ekstein”) is an adult individual residing or having an address for service of process located at 320 Roebling Street, Suite 120, Brooklyn, New York or 141 Franklin Avenue, Brooklyn, New York.

15. Defendant, ISRAEL ROSMAN (“Rosman”) is an adult individual residing or having an address for service of process located at 320 Roebling Street, Suite 120, Brooklyn, New York or 141 Franklin Avenue, Brooklyn, New York.

16. Defendant, ZALMEN HOROWITZ (“Horowitz”) is an adult individual residing or having an address for service of process located at 320 Roebling Street, Suite 120, Brooklyn, New York or 141 Franklin Avenue, Brooklyn, New York.

17. Defendant, DAVID WEINBERGER (“Weinberger”) is an adult individual residing or having an address for service of process located at 320 Roebling Street, Suite 120, Brooklyn, New York or 141 Franklin Avenue, Brooklyn, New York.

18. At all relevant times, Defendant Chai acted by and through its principals or representatives, including Defendants, Ekstein, Rosman, Horowitz

and Weinberger, each of whom had authority to speak and render decisions on behalf of Defendant Chai and bind it accordingly.

AS AND FOR A FIRST CAUSE OF ACTION

19. Plaintiff repeats and realleges all of the allegations set forth above as if more fully set forth herein.

20. Beginning May 24, 2022, Defendants solicited architectural and related professional services from Plaintiff for numerous projects throughout the New York City and northern New Jersey area: Defendant Chai sought to construct, own or control “urgent care” medical facilities throughout the region.

21. At all relevant times, Defendants each ordered architectural and related professional services from Plaintiff and promised to pay for same.

22. At all relevant times, Plaintiff and Defendants, jointly and severally, entered into an agreement for such architectural and related professional services to be rendered and paid for in amounts set forth in purchase order(s), acknowledgment(s) and estimate(s).

23. Plaintiff has duly performed all conditions required to be performed, as requested and ordered by Defendants.

24. Defendants have not performed, leaving a total balance due under the parties’ agreement in the sum of \$231,213.93 as of November 2022.

25. Defendants each are liable for breach of contract.

AS AND FOR A SECOND CAUSE OF ACTION

26. Plaintiff repeats and realleges all of the allegations set forth above as if more fully set forth herein.

27. Plaintiff rendered to Defendants a monthly, full and true account of the indebtedness owing by Defendants as a result of the above agreement, in an amount as set forth hereinabove, which statements were delivered to and accepted without objection by Defendants resulting in an account stated for the amount set forth above.

28. Defendants each are liable for account stated.

AS AND FOR A THIRD CAUSE OF ACTION

29. Plaintiff repeats and realleges all of the allegations set forth above as if more fully set forth herein.

30. In the event no enforceable agreement exists among the parties, Defendants each have benefited from Plaintiff's architectural and professional services rendered: With Plaintiff's services, Defendant Chai obtained necessary permits, completed construction of their medical facilities and obtained certificates of occupancy, among other things.

31. Defendants have enjoyed such benefits at Plaintiff's expense to the extent Defendants never paid for such services.

32. Such benefits are reasonably valued at the amount set forth hereinabove.

33. Equity and good conscience require restitution by Defendants, jointly and severally.

34. Defendants each are liable in quantum meruit.

AS AND FOR A FOURTH CAUSE OF ACTION

35. Plaintiff repeats and realleges all of the allegations set forth above as if more fully set forth herein.

36. At all relevant times and in the event no enforceable agreement exists among the parties, Defendants each made a clear and unambiguous promise to pay Plaintiff for all architectural and professional services rendered.

37. At all relevant times, Plaintiff reasonably relied on such promise and rendered the architectural and professional services requested accordingly: Plaintiff's reliance on such promise was foreseeable to Defendants.

38. To the extent Defendants each failed to keep their promise to pay for its services rendered and Plaintiff rendered all services requested by Defendants, Plaintiff has been damaged in the amount set forth hereinabove.

39. Defendants each are liable in promissory estoppel.

WHEREFORE, Plaintiff respectfully requests the Honorable Court to grant judgment in favor of Plaintiff and against Defendants, jointly and severally, on all counts in the amount of \$231,213.93, plus interest and all costs and disbursements.

LEE, LLC

Attorneys for Plaintiff, CDG Architects LLC

/s/ Peter Y. Lee (PL-2405)

Date: June 26, 2023

By: _____
PETER Y. LEE, ESQ.